

AMENDMENT
to the

INTERCONNECTION AGREEMENT -WISCONSIN

by and between

AMERITECH WISCONSIN

AND

TALK AMERICA, INC. FKA TALK.COM HOLDING CORP.

The Interconnection Agreement (“the Agreement”) by and between Ameritech Wisconsin and Talk America, Inc. fka Talk Com Holding, Corp. (“CLEC”), approved by the Public Service of Wisconsin (PSC- WI) is hereby amended as follows:

- (1) The Appendix Pricing has been amended and is attached hereto in its entirety.
- (2) The Appendix Pricing Schedule has been amended and is attached hereto in its entirety.
- (3) The Appendix Physical Collocation has been replaced and is attached hereto in its entirety.
- (4) The Appendix Virtual Collocation has been replaced and is attached hereto in its entirety.
- (5) The Appendix Merger Conditions has been replaced and is attached hereto in its entirety.
- (6) The Appendix Merger Promotion Template has been replaced and is attached hereto in its entirety.
- (7) The Subject Index has been amended to reflect the changes to the Interconnection Agreement and is attached hereto in its entirety.
- (8) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- (9) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OR THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT, and such terms are hereby incorporated by reference and the Parties hereby affirm the terms and provisions thereof.

- (10) This Amendment shall be filed with and subject to approval by the Public Service of Wisconsin(PSC-WI).

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this _____ day of _____, 2001, by Ameritech Wisconsin, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

**Talk America, Inc. fka Talk.com
Holding, Corp.**

***SBC Telecommunications, Inc.
as agent for Ameritech Wisconsin**

By: _____

By: _____

Title: _____

Title: President - Industry Markets

Name: _____
(Print or Type)

Name: _____
(Print or Type)

Date: _____

Date: _____

* On January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Board*, 525 U.S. 366 (1999) (and on remand *Iowa Utilities Board v. FCC*, 219 F.3d 744 (8th Cir. 2000)) and on June 1, 1999, the United States Supreme Court issued its opinion in *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (June 1, 1999). In addition, on July 18, 2000, the United States Court of Appeals for the Eighth Circuit issued its opinion in *Iowa Utilities Board v. FCC*, No. 96-3321, 2000 Lexis 17234 (July 18, 2000), which is the subject of a pending appeal before the Supreme Court. In addition, on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), which is the subject of a pending request for reconsideration and a pending appeal. By executing this amendment, Ameritech Wisconsin does not waive any of its rights, remedies or arguments with respect to any such decisions or proceedings and any remands thereof, including its right to seek legal review or a stay of such decisions and its rights contained in the Interconnection Agreement. Ameritech Wisconsin further notes that on April 27, 2001, the FCC released its Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, *In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-bound Traffic* (the "ISP Intercarrier Compensation Order.") By executing this Amendment and carrying out the intercarrier compensation rates, terms and conditions herein, Ameritech Wisconsin does not waive any of its rights, and expressly reserves all of its rights, under the ISP Intercarrier Compensation Order, including but not limited to its right to exercise its option at any time in the future to invoke the Intervening Law or Change of Law provisions and to adopt on a date specified by Ameritech Wisconsin the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions.

